



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 16, 2008

IN REPLY PLEASE
REFER TO FILE: PD-1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**POMONA FREEWAY PEDESTRIAN BRIDGE AT EAST LOS ANGELES CIVIC
CENTER/BELVEDERE COMMUNITY REGIONAL PARK IN UNINCORPORATED
COMMUNITY OF EAST LOS ANGELES
COUNTY OF LOS ANGELES-STATE OF CALIFORNIA
COOPERATIVE AGREEMENT
COUNTY OF LOS ANGELES-STATE OF CALIFORNIA
MAINTENANCE AGREEMENT
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action is to authorize the Director of Public Works or her Designee to negotiate and enter into a Cooperative Agreement with the State of California, acting by and through its Department of Transportation, to receive up to \$222,000 in Transportation Enhancement Activities grant funds for the Pomona Freeway Pedestrian Bridge at East Los Angeles Civic Center/Belvedere Community Regional Park project located in the unincorporated community of East Los Angeles; and to negotiate and enter into a Maintenance Agreement with the State of California, acting by and through its Department of Transportation, for the maintenance of landscape improvements within State Highway right of way installed as part of the project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project is categorically exempt from the provisions of the California Environmental Quality Act.

2. Authorize the Director of Public Works or her designee to negotiate and enter into a Cooperative Agreement with the State of California, acting by and through its Department of Transportation, to receive up to \$222,000 in Transportation Enhancement Activities grant funds for the proposed Pomona Freeway Pedestrian Bridge at East Los Angeles Civic Center/Belvedere Community Regional Park project located in the unincorporated community of East Los Angeles; and to outline roles and responsibilities of each agency in the design and construction of the project.
3. Authorize the Director of Public Works or her designee to negotiate and enter into a Maintenance Agreement with the State of California, acting by and through its Department of Transportation, providing for the County to maintain the landscaping improvements at its own expense.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to authorize the Director of Public Works or her designee to negotiate and enter into a Cooperative Agreement, in a form similar to the attached, with the State of California (State), acting by and through its Department of Transportation, providing for the County of Los Angeles (County) to prepare the plans, specifications, and estimate and to administer the construction of the proposed project and for the State to pay the County up to \$222,000 in Transportation Enhancement Activities (TEA) grant funds toward the construction cost of the project; and to negotiate and enter into a Maintenance Agreement, in a form similar to the attached, with the State to maintain the proposed improvements at County expense.

The proposed project includes the installation of irrigation improvements, landscape improvements, and enhanced paving near the Pomona Freeway Pedestrian Bridge at the East Los Angeles Civic Center and Belvedere Community Regional Park located in the unincorporated community of East Los Angeles.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The proposed project will improve pedestrian access and enhance the aesthetics of the area, thereby improving the quality of life of the County residents. In addition, this action fully supports the strategy to strengthen the County's fiscal capability by actively seeking grant funds.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total construction cost is currently estimated to be \$282,000, of which \$222,000 will be reimbursed from the State. Funding for this project will be included in the First Supervisorial District's Road Construction Program in the Fiscal Year 2009-10 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the terms of the proposed County–State Cooperative Agreement, the County is to prepare the plans, specifications, and estimate and administer the construction of the project and the State is to pay the County \$222,000 in TEA grant funds toward the construction cost of the project, to provide project oversight at no cost to County and to provide a no-fee encroachment permit.

Under the terms of the proposed County–State Maintenance Agreement, the County will receive delegated authority to access State-owned property to implement the project and maintain the improvements at County expense.

Section 130 of the California Streets and Highways Code provides that the State and the County may enter into agreements for improvements to State highways within the County.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) and Section 15304(b) of the CEQA guidelines and Class 1(x), Subsections 13, and 22 and Class 4(c) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for minor alteration of existing public facilities, installation of sprinkler systems, and new landscaping.

IMPACT ON CURRENT SERVICES (OR PROJECTS)


The recommended action will improve the quality of life for the residents of the unincorporated community of East Los Angeles by improving pedestrian access and enhancing the aesthetics of the area adjacent to the East Los Angeles Civic Center and Belvedere Community Regional Park.

The Honorable Board of Supervisors
December 16, 2008
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CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works,
Programs Development Division.

Respectfully submitted,


for GAIL FARBER
Director of Public Works

GF:SA:pr

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel

SAMPLE AGREEMENT FOR

07-LA-60, PM 3.7
Belvedere Community Regional Park at
State Route 60
07279-4J3300
Funding Source: SHOPP-TEA

District Agreement No. 07-4842

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 200__, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF LOS ANGELES, a political subdivision of the State of California, referred to herein as "COUNTY".

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the COUNTY's jurisdiction.
2. Pursuant to Government Code section 14526.5 and pursuant to the California Transportation Commission (CTC) Resolution # G-98-20, STATE has approved State Highway Operation and Protection Program (SHOPP) managed Transportation Enhancement Activities (TEA) funds for major capital improvements.
3. TEA is a Federal reimbursable program. The work covered by this Agreement must be eligible under federal and state regulations and eligible work must be completed and be invoiced before reimbursement will be made.
4. One of these TEA projects proposes the construction of sidewalks, irrigation, and landscaping (trees, shrubs, ground cover) and all other improvements as identified in the Conceptual Landscape Plan (Exhibit C) at the existing State Route 60 (SR 60) pedestrian bridge on the south side of Belvedere Community Regional Park, referred to herein as "PROJECT". PROJECT will enhance access to the park and the East Los Angeles Civic Center.
5. COUNTY has applied for and been awarded a SHOPP TEA Project, to be administered by STATE, which will pay for 88.53% of eligible PROJECT costs, up to \$222,000. COUNTY may proceed with PROJECT and will provide the required 11.47% match to the TEA funds and will also bear the remainder of the PROJECT costs that exceed the maximum amount. These costs are shown in Exhibits A (Estimated Project Costs) and B (TEA Application), attached to and made a part of this Agreement.
6. STATE has completed environmental clearances, CEQA and NEPA, for PROJECT. COUNTY desires to prepare the Plans, Specifications and Estimate (PS&E) and prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
7. STATE is agreeable to COUNTY's proposal to prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
8. STATE, at no cost to COUNTY, will provide Independent Quality Assurance (IQA) of PROJECT PS&E and construction activities.
9. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be designed, constructed, financed, owned and maintained.

SECTION I

COUNTY AGREES:

1. All PROJECT work, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, COUNTY shall first agree to

reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.

2. To have the detailed PROJECT PS&E prepared, perform utility identification and location, and to prepare all documentation necessary to advertise and award the construction contract for PROJECT. The final plans and specifications for PROJECT shall be signed by an appropriately licensed and registered professional in the applicable field in the State of California.
3. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PS&E and provide construction engineering services for PROJECT. COUNTY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
4. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto State Highway right of way to perform any PROJECT work as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's contractors to make written application to STATE for the same necessary encroachment permits.
5. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
6. If any existing utility facilities conflict with the construction of PROJECT, COUNTY shall make all the necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal without violating STATE's encroachment policy.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside State Highway right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's and COUNTY's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

7. To furnish evidence to STATE, in a form acceptable to STATE, that arrangement have been made for the protection, relocation, or removal of all conflicting facilities within State Highway right of way and that such work will be completed prior to award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State Highway encroachment permit.
8. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by the COUNTY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.

9. Construction by COUNTY of those portions of PROJECT which lie within the State Highway right of way shall not commence until COUNTY's plans involving such work and the utility relocation plans have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
10. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability that complies with all coverage requirements with Section 7-1.12 of STATE's then-effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to COUNTY's construction contractor.
11. To require the construction contractor to furnish both a payment and a performance bond, naming COUNTY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. COUNTY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
12. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
13. Contract administration procedures shall conform to STATE's Construction Manual, Local Assistance Procedures Manual (if Federal funds are used), and the PROJECT encroachment permits.
14. Construction within the existing or ultimate State Highway right of way shall comply with the requirements in STATE's Standard Specifications and the PROJECT Special Provisions and in conformance with methods and practices specified in STATE's Construction Manual.
15. To pay eleven and 47/100 percent (11.47%) of the actual PROJECT capital costs of the first \$251,000 and then to pay one hundred percent (100%) of all actual PROJECT costs above this amount as necessary to satisfactorily complete PROJECT, including supplemental work, change orders, contract claims paid to the construction contractor, and cost of COUNTY's defense of all PROJECT-related claims. Estimated costs of PROJECT are shown on Exhibits A and B.
16. To submit invoices to STATE on a regular basis, not to exceed once per month, for reimbursement by STATE of STATE's eighty eight and 53/100 percent (88.53%) share of eligible PROJECT expenses incurred by COUNTY for completed eligible work and to submit a final report of expenditures to STATE within 120 days after completion and acceptance of the PROJECT construction contract by COUNTY. Invoices shall be submitted on agency letterhead in the format required in Chapter 5, Accounting/Invoices, of the Local Assistance Procedures Manual.
17. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from date of final payment of final voucher, or four (4)

years from date of final payment under the contract, whichever is longer, all records and accounts relating to construction of PROJECT.

18. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
19. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative who is appropriately licensed and registered in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any that prepared the PROJECT PS&E or an employee of the construction contractor.
20. If the Resident Engineer, is not also a registered Landscape Architect, COUNTY will furnish, at COUNTY's expense and subject to the approval of STATE, a Landscape Architect to perform the function of an Assistant Resident Engineer/Inspectors who is responsible for both daily on-site inspections and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of STATE.
21. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.
22. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans, if applicable.
23. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during the construction of PROJECT, COUNTY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by the Agreement.
24. To comply with the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No. 99-08-DWQ including State Water Resources Control Board (SWRCB) Resolution No. 2001-046, which added sampling and analysis requirements, and the NPDES Permit for the State of California Department of Transportation Properties, Facilities and Activities, No. CAS000003, Order No. 99-06-DWQ issued

by the State Water Resources Control Board and any applicable future permits and orders.

25. Upon completion of PROJECT and all work incidentals thereto, to furnish STATE with a detailed statement of the total design, construction and construction engineering costs, including resolution of any construction-related claims that have been allowed to the construction contractor.
26. If there are any changes to PROJECT, before, during or after PROJECT development and construction that do not comply with or are in conflict with SHOPP TEA program requirements or if COUNTY terminates PROJECT prior to completion of the construction contract for PROJECT. COUNTY agrees to refund to STATE all SHOPP TEA funds previously paid to COUNTY. STATE may also require COUNTY at COUNTY's expense, to return right of way to its original condition or to a condition of acceptable permanent operation. If COUNTY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in satisfactory permanent operation condition. STATE will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said expenses within thirty (30) days or STATE, acting through the State Controller, may withhold an equal amount from future apportionment due COUNTY from the Highway User Tax Fund.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to provide IQA to assure that COUNTY's PROJECT work is performed in accordance with STATE's then-effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by COUNTY, to order any actions needed for public safety or the preservation of property on the State Highway, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to COUNTY and COUNTY's contractor.
2. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and COUNTY's contractor, the necessary encroachment permits for required work within the State Highway rights of way as more specifically defined elsewhere in this Agreement.
3. Within sixty (60) days of receipt of detailed invoices from COUNTY, to reimburse COUNTY for eighty-eight and 53/100 percent (88.53%) of the actual allowable costs incurred under this Agreement, up to STATE's maximum of \$222,000 in SHOPP-TEA funds that will be allocated by the CTC for financing the costs of PROJECT, which figure includes required overhead.
4. To submit, on behalf of COUNTY, a Request for Funds to STATE's Budget Office and a Request for Federal Authorization (E-76) to STATE's Federal Resources office prior to the commencement of any work for which reimbursement will be sought.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of the resources by the Legislature, State Budget Act authority, and the allocation of funds by the CTC.
2. Should COUNTY advertise a contract for PROJECT prior to the allocation of funds by the CTC and prior to Federal Highway Administration approval for Federal participation, there is no guarantee of STATE's and/or Federal participation and COUNTY shall assume all risks thereof.
3. All applicable procedures and policies relating to the use of Federal Funds or State gas tax funds shall apply notwithstanding other provisions of this Agreement.
4. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT construction phase administered by COUNTY. This guidance includes prompt review by STATE to assure that all work and products delivered or incorporated into the PROJECT by COUNTY conform to the existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by COUNTY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE pursuant to an amendment to this agreement that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and COUNTY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.
5. In the construction of said work, representatives of COUNTY, and STATE will cooperate and consult with each other, and all work within the State Highway right of way shall be accomplished according to the approved PS&E and applicable State Standards.
6. All utilities for PROJECT placed by COUNTY within the State Highway right of way must be constructed and operated separately and independently from the utilities placed outside the right of way and from STATE's facilities. Water shut off valves shall be installed at the property line where the water line enters.
7. COUNTY agrees to operate and maintain and be responsible for all costs thereof on all improvements constructed or installed as a part of PROJECT. COUNTY and/or their agents shall apply for encroachment permit(s) to enter State Highway right of way to perform the required operation and maintenance. STATE, upon proper application by COUNTY and its agents, if any, shall provide the necessary encroachment permit(s). Should PROJECT's improvements not be maintained in a neat and safe condition, STATE may either maintain or remove said improvements and bill COUNTY for the expense thereof and COUNTY agrees to pay said billing.
8. Upon completion and acceptance of the construction contract for PROJECT by COUNTY, to the satisfaction of the STATE's representative, COUNTY will maintain those portions of PROJECT lying within and outside the State Highway right of

way for its continued existence and at its own costs and expense. The terms and conditions of said maintenance will be outlined in the Encroachment Permit granted to COUNTY for this PROJECT and as identified in the Conceptual Landscape Plan (Exhibit C), and will not be included as part of the Delegated Maintenance Agreement between COUNTY and STATE.

9. COUNTY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be paid for by COUNTY, as a PROJECT cost.
10. COUNTY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
11. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
12. If, during preparation of the PS&E or performance of PROJECT construction, new information is obtained which requires preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks.
13. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
14. Any hazardous material or contamination of an HM-1 category found within the existing State Highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of COUNTY. For the purpose of this Agreement, hazardous material or contamination of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If COUNTY decides not to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State Highway right of way and COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If COUNTY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State

Highway right of way, except that if STATE determines, in its sole judgment, that STATE's cost for remedy or remedial action is increased as a result of COUNTY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, COUNTY will have the option to either delay PROJECT until STATE is able to provide funding or COUNTY may proceed with the remedy or remedial action at COUNTY's expense without any subsequent reimbursement by STATE.

15. Any remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within and outside the existing State Highway right of way during investigative studies shall be the responsibility of COUNTY, at COUNTY's expense, if COUNTY decides to proceed with PROJECT. For the purposes of this Agreement, any hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place had PROJECT not proceed. COUNTY shall sign HM-2 manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If COUNTY decides to not proceed with PROJECT, there will be no obligation to either COUNTY or STATE other than COUNTY's duty to cover and protect HM-2 material left in place.
16. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy or remedial action and/or protection shall include, but not limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.
17. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by COUNTY on the State Highway right of way shall be pre-approved by STATE and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
18. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the design, construction and maintenance of the State Highways and public facilities different from the standard of care imposed by law.
19. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY, under or in connection with any work, authority or jurisdiction conferred upon COUNTY or arising under this Agreement. It is understood and agreed that COUNTY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

20. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless COUNTY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
21. Prior to the commencement of any work pursuant to this Agreement, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
22. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
23. Those portions of this Agreement pertaining to the completion of PROJECT shall terminate upon satisfactory completion of all post-PROJECT construction obligations of COUNTY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on June 30, 2010, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the termination date of this Agreement, until such time as the construction related or other claims are settled, dismissed or paid.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF LOS ANGELES

WILL KEMPTON
Director

By: _____
Douglas R. Failing
District 07 Director

By: _____
Director of Public Works

Approved as to Form and Procedure:

Approved as to Form:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Attorney
Department of Transportation

By: _____
Deputy

Certified as to Funds:

By: _____
District Budget Manager

Certified as to Financial Terms and Conditions:

By: _____
Accounting Administrator

EXHIBIT A
ESTIMATED PROJECT COSTS
BELVEDERE COMMUNITY REGIONAL PARK AT SR 60

	Federal TEA	COUNTY	Total Cost
Preliminary Engineering	\$ 0	\$ 0	\$ 0
Construction Engineering	0	0	0
Construction Capital	222,000	29,000	251,000
Total	\$222,000	\$29,000	\$251,000

EXHIBIT B

Transportation Enhancement Activities (TEA) Application Form

PART ONE: GENERAL PROJECT INFORMATION

X Project is located entirely within the RTPA. RTPA/ County: **Los Angeles**
 Proposal is Statewide or multi-regional in scope. Legislative District Number: **Assembly District: 49**
 PROJECT TITLE: **Belvedere Community Regional County Park at 24** Senate District:
State Route 60

ADMINISTERING AGENCY APPLICANT Project Administrator/person with day-to-day responsibility for implementing project (Name, title, agency, address, phone, fax) Los Angeles County Department of Public Works Attention: Programs Development Division 900 South Fremont Avenue Alhambra, CA 91803 Phone: (626) 458-3943 Fax: (626) 458-3192	TEA FUNDS REQUESTED \$222,000 NON-FEDERAL TEA MATCH \$ 29,000 TOTAL TEA PROJECT COST \$251,000 <input type="checkbox"/> TEA is a stand-alone project. <input type="checkbox"/> TEA is part of a larger project. Total Project Cost \$ (Round dollars to nearest thousands)
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Person who can answer questions about this application (Name, title, phone, fax) William Winter, Civil Engineer III Phone: (626) 458-3943 Fax: (626) 458-3192	PARTNER(S) (Name, title, agency, address, phone, fax)
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PROJECT SCOPE OF PROPOSED TRANSPORTATION ENHANCEMENT ACTIVITIES
 Describe the project's location, limits of work, size, etc. (Not the justification or benefits).

Construction sidewalks, irrigation, landscaping (trees, scrubs, ground cover) and site enhancements (information of kiosks, benches, drinking fountains, lighting, signage) at the existing State Route 60 pedestrian bridge on the south side of Belvedere Community Regional Park. The project will enhance access to the park and the East Los Angeles Civic Center. A map and sketch are attached.

PROPOSED SCHEDULE:

	<u>Month and Year</u>
Start Environmental Studies	March 2000
Draft Environmental Document	May 2000
Final Environmental Document	June 2000
Begin Design Engineering	June 2000
Plans, Specifications, and Cost Estimates complete	October 2000
Start Right of Way Acquisition	N/A
Right of Way Certification	November 2000
Ready to Advertise	January 2001
Award Construction	April 2001
Project Completion (open for use)	July 2001

WHICH CATEGORY OR CATEGORIES ENCOMPASS THE TEA? (May be more than one.) List approximate amount of federal TEA funds to be spent in each of the TEA categories:

- | | | | |
|-----------|--------------------------------------|----|---|
| \$125,000 | 1. Pedestrian or bike facilities | \$ | 6. Historic transportation rehabilitation |
| \$ | 2. Acquisition of sites | \$ | 7. Rails to trails |
| \$ | 3. Historic highway programs | \$ | 8. Outdoor advertising removal |
| \$ 45,000 | 4. Landscaping/scenic beautification | \$ | 9. Archaeology planning/research |
| \$ | 5. Historic preservation | \$ | 10. Runoff water pollution control |

Activities outside the categories: List approximate amount of federal TEA funds to be spent in activities outside the ten categories (must be necessary and incidental to the portion inside the categories): \$ 0
 Describe:

TEA Application Form - RTPA

2 November 1998

Page 1

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PART TWO: FUNDING

Prepared by William Winter
Agency LA County - DPW

Title Civil Engineer III
Phone (626) 458-3943 FAX _____
(626) 458-3192

PROJECT COMPONENT COSTS

PRELIMINARY ENGINEERING PHASE:

<input type="checkbox"/> Construction Documents	\$ 23,000	
<input type="checkbox"/> Environmental Documents	\$ 2,000	
TOTAL PRELIMINARY ENGINEERING		\$ 25,000

RIGHT OF WAY PHASE (ACQUISITION):

<input type="checkbox"/> Capital	\$	
<input type="checkbox"/> Support costs	\$	
TOTAL RIGHT OF WAY		\$ 0

CONSTRUCTION PHASE:

<input type="checkbox"/> Construction contract items	\$ 156,844	*	
Contingencies	\$ 33,156		
Construction engineering	\$ 35,000		
TOTAL CONSTRUCTION			\$ 225,000

*see next sheet for detail

CASH FLOW CHART

	Fiscal Year 1998/99	Fiscal Year 1999/00	Fiscal Year 2000/01	Fiscal Year 2001/02	Beyond 2001/02
Prelim Engr	\$	\$ 25,000	\$	\$	\$
Right of Way	\$	\$	\$	\$	\$
Construction	\$	\$	\$ 225,000	\$	\$
TOTAL	\$	\$ 25,000	\$ 225,000	\$	\$

LOCAL FUNDING SHARE DETAIL

Phases	A Federal	+	B Match	=	C TEA Cost	D* Total Cost
Prelim Eng	\$ 22,132	\$	\$ 2,868	\$	\$ 25,000	\$
Right of Way	\$ 0	\$	\$ 0	\$	\$ 0	\$
Construction	\$ 199,193	\$	\$ 25,807	\$	\$ 225,000	\$
TOTAL	\$ 221,325	\$	\$ 28,675	\$	\$ 250,000	\$

*Fill in column 'D' only when TEA is part of larger project, not a stand-alone project

SOURCE(S) OF MATCH	Preliminary
(Spell out; No acronyms)	Engineering <u>County of Los Angeles</u>
	Right of Way <u>County of Los Angeles</u>
	Construction <u>County of Los Angeles</u>

MAINTENANCE Who will maintain? County

What is the source of maintenance funds? LA County Department of Parks and Recreation

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PART TWO: FUNDING (continued)

ITEM ESTIMATE - CONSTRUCTION CONTRACT ITEMS

Item	Description	Unit	Quantity	Unit Price	Amount
1	Demolition of concrete sidewalk	SF	1,710	2	\$ 3,420
2	One gallon shrubs	EA	357	8	2,856
3	Five gallon shrubs	EA	400	27	10,800
4	Trees 36" Box	EA	37	700	25,900
5	Irrigation, shrub areas	SF	5,683	7	3,978
6	Irrigation, street trees	LF	500	6	2,400
7	Concrete slab (w/integral color/patterned) 13/13	SF	2	10	3,380
8	Concrete sidewalk (integral color/patterned)	SF	2,676	10	26,760
9	Concrete bolards	EA	30	145	4,350
10	Concrete benches	EA	4	950	3,800
11	Information kiosk	EA	2	10,000	26,000
12	Park identification sign	EA	1	5,000	1,000
13	Directional signage	EA	2	3,000	6,000
14	Drinking fountain	EA	2	2,000	4,000
15	Pole standards and fixtures	EA	6	1,500	9,000
16	Pedestrian stop lights	LS			23,200
				TOTAL	\$156,844

PART THREE: ASSURANCES

This page must be signed for the project to be considered for funding.

Commitment/Prior Commitment:

Has the project Administering Agency certified that it is willing and able to maintain and operate the project?

☒

Yes ☐

No

Please describe the best evidence of the certification available. If none is available, when can one be provided?

Attached is a draft resolution which will be considered by the County Board of Supervisors in September 1999.

Project Administering Agency possesses legal authority to nominate transportation enhancement activity and to finance, acquire, and construct the proposed project; and by formal action (e.g., a resolution) the Administering Agency's governing body authorizes the nomination of the transportation enhancement activity, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the Administering Agency to act in connection with the nomination and to provide such additional information as may be required.

Project Administering Agency will maintain and operate the property acquired, developed, rehabilitated, or restored for the life of the resultant facility(ies) or activity. With the approval of the California Department of Transportation, the Administering Agency or its successors in interest in the property may transfer the responsibility to maintain and operate the property.

Project Administering Agency will give the California Department of Transportation's representative access to and the right to examine all records, books, papers, or documents related to the transportation enhancement activity.

Project Administering Agency will cause work on the project to be commenced within a reasonable time after receipt of notification from the State that funds have been approved by the Federal Highway Administration and that the project will be carried to completion with reasonable diligence.

Project Administering Agency will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the Americans with Disabilities Act, the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, and any other federal, state, and/or local laws, rules and/or regulations.

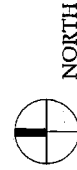
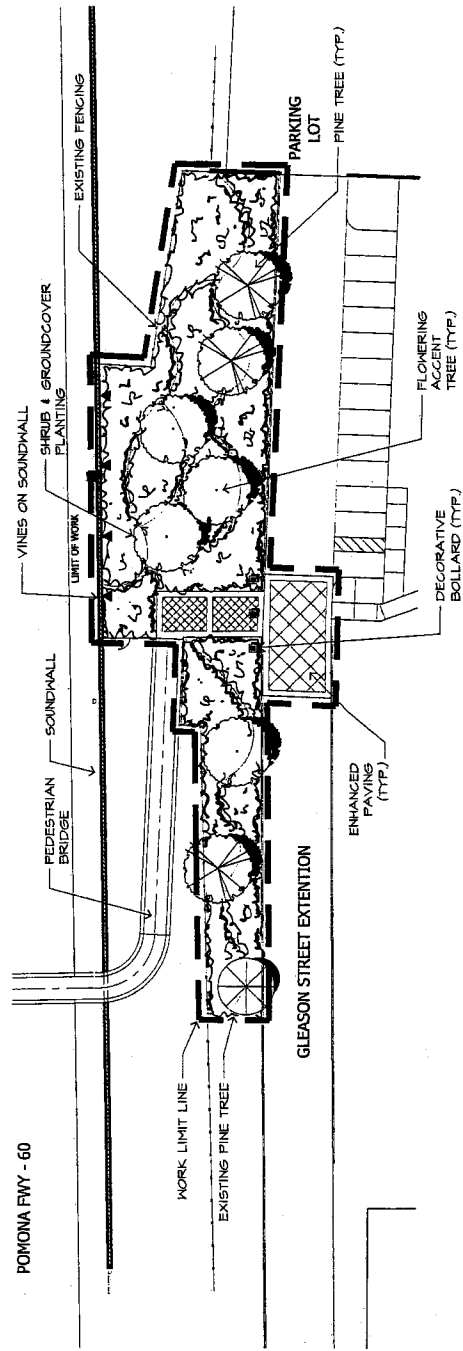
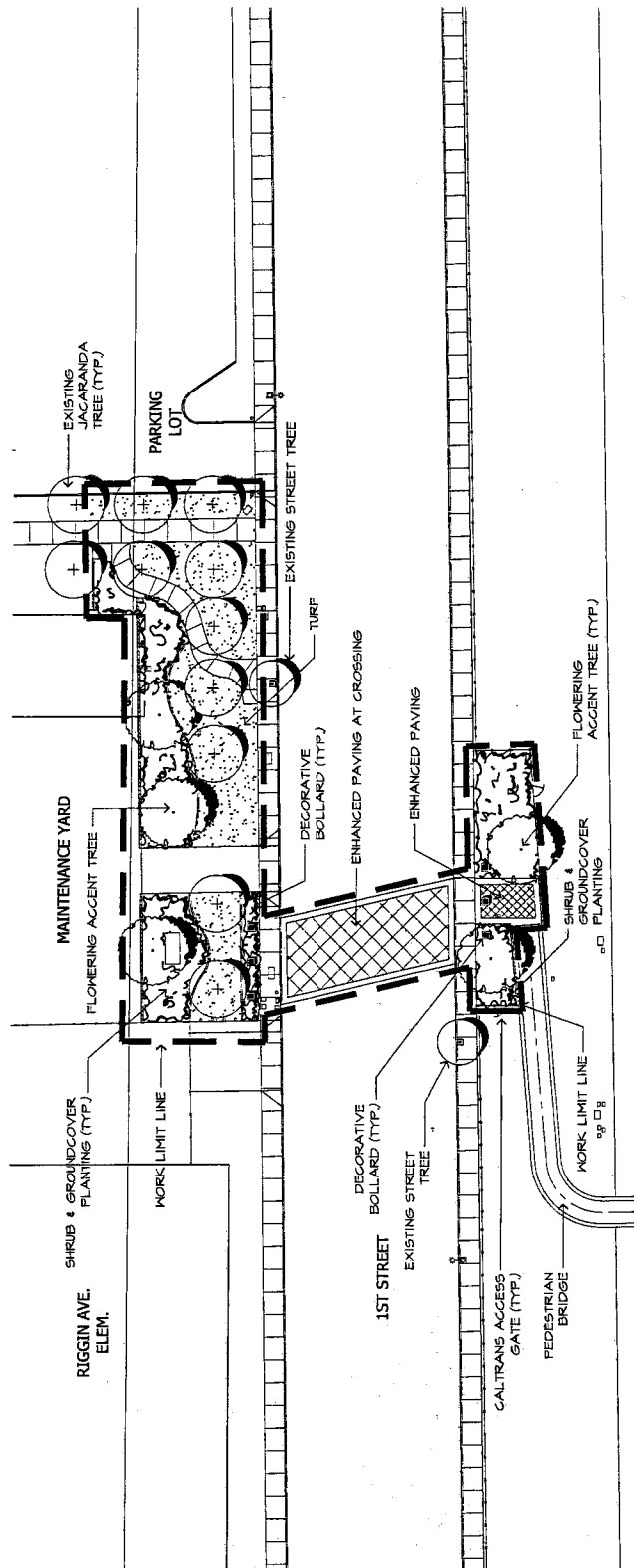
I certify that the information contained in this transportation enhancement activity application, including required attachments, is accurate and that I have read and understand the important information and agree to the assurances on this form.

Signed _____
(TEA Administering Agency Representative as shown in Resolution)

Date September 2, 1999

Printed (Name and Title) Ronald J. Ornee, Assistant Director

Administering Agency Los Angeles County Department of Public Works



NORTH

SCALE 0' 10' 20' 40' FEET

SR-60 PEDESTRIAN BRIDGE -
EAST LA CIVIC CENTER /
BELVEDERE PARK IMPROVEMENTS
COUNTY OF LOS ANGELES, CA

CONCEPTUAL LANDSCAPE PLAN

May 9, 2008



SAMPLE AGREEMENT FOR

STATE OF CALIFORNIA – BUSINESS AND TRANSPORTATION AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
DISTRICT 7, 100 SOUTH MAIN STREET, 2ND FL.
LOS ANGELES, CA 90012



AGREEMENT FOR MAINTENANCE OF LANDSCAPE AREA WITHIN STATE HIGHWAY RIGHT OF WAY

Permit No. 708-NLF-1909

Location: 07-LA-60-R003.876

This Agreement is made and executed effective this 22nd day of October, 2008 by and between the State of California, acting by and through the Department of Transportation, District 7, located at 100 South Main Street, Los Angeles, California 90012, hereinafter referred to as "STATE", and County of Los Angeles, Department of Public Works located at 900 South Fremont Avenue, Alhambra, California 91803, hereinafter referred to as "PERMITTEE".

A. RECITALS:

The parties desire to provide that PERMITTEE may install and maintain State Highway improvements which shall include landscape (planting and irrigation) along Route 60 freeway just east of Mednik Avenue in East Los Angeles, referred to herein as "PROJECT", as are shown on the attached Exhibit. PERMITTEE is willing to fund one hundred (100%) of all design, capital outlay, maintenance, and staffing costs.

B. AGREEMENT:

In consideration of the mutual covenants and promises herein contained, PERMITTEE agrees as follows:

1. PERMITTEE will submit plans, prepared and signed by a licensed Landscape Architect to the Office of Permits for review and approval and will obtain all necessary encroachment permits prior to the start of any work within STATE'S right of way,
2. After installation of project and to the satisfaction of STATE, PERMITTEE shall apply for an annual maintenance permit (NLM) in accordance with STATE'S standard permit procedures. PERMITTEE shall obtain aforesaid encroachment permit through the Caltrans, District 7, Office of Permits at (213) 897-3631.
3. PERMITTEE may contract with others to install, and thereafter to maintain the PROJECT per Section 6. A separate encroachment permit is required for any sponsored third party which shall be issued at no cost. In addition, a letter is required from PERMITTEE stating that authorization has been granted to a third party to perform such maintenance work. It is understood that terms and conditions of this agreement, or any

DEPARTMENT OF TRANSPORTATION

DISTRICT 7, 100 SOUTH MAIN STREET, 2ND fl.
LOS ANGELES, CA 90012



- interest herein, or any portion hereof, with exception to Section 7 shall not be assigned or delegated to third parties.
4. Damage to PROJECT resulting from accident, storm, neglect or other causes beyond the control of the STATE are the responsibility of the PERMITTEE.
 5. STATE will maintain all highway signs, paved drainage structures, and other non-landscape highway appurtenance with exception to those items listed in Section "A", Recitals and as shown on the attached Exhibit.
 6. In addition to designing and installing these permitted landscape items, PERMITTEE agrees to:
 - a) Provide and maintain all water and irrigation systems including utility costs for Project. Irrigation system will be maintained and operated to avoid slope damage, excessive water flooding, or spraying onto the pavement.
 - b) Replace unhealthy or dead plantings as they are observed.
 - c) Keep entire PROJECT free of litter, debris and deleterious material.
 - d) Control rodents and pests.
 - e) Control weed growth before weeds exceed 6 inches in length. Any weed control performed by chemical weed sprays (pesticides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture.
 - f) Maintain the landscaping, paving or other unplanted areas along the roadside within the limits of the Project, exclusive of paved drainage facilities, so as not to obstruct the flow of water.
 - g) All plantings shall be maintained in such condition that they do not interfere with the free flow of traffic, includes the maintenance of adequate sight distances and visibility of signs, signals, and pedestrians.
 - h) Prune shrubs and tree plantings necessary to control extraneous growth. Trees shall be pruned using the highest professionally accepted standards in a manner that will encourage good development while preserving their health, structure, and natural appearance. Tree or shrub pruning for sign or building visibility is not permitted.
 - i) Maintain sidewalks in a safe and barrier-free condition.
 - j) Adequately water and fertilize all plantings to maintain a healthy growth. Plants shall be fertilized 3 times a year.
 7. It is understood that for any reason PERMITTEE decides not to renew its maintenance permit required herein, or if the planting is not maintained to the minimum standards specified herein, STATE shall provide PERMITTEE with a written notice. PERMITTEE shall respond within thirty (30) days of receipt of said notice. Said response shall describe the action to be taken by PERMITTEE to bring the affected areas back into

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LOS ANGELES, CA 90012

compliance. In the event PERMITTEE does not provide such response and take any action, this AGREEMENT will be terminated. PERMITTEE will reimburse STATE, on presentation of a bill, for all costs incurred by STATE forces or a STATE contractor to maintain or remove the PROJECT and to pave over or otherwise restore the area to a condition satisfactory with STATE.

8. All work performed for or by PERMITTEE within the PROJECT will be done at no cost to the STATE.
9. Various future STATE projects may be implemented which will require removal and/or modification to all or a portion of PROJECT. Any replacement landscaping including irrigation facilities may be STATE'S responsibility. Upon completion of work, which affects the limits of maintenance, a revised Exhibit will be prepared and delivered to PERMITTEE'S for review. Exhibit will supersede the original limits shown on the original permit plans.
10. Changes to PROJECT affecting public safety or public convenience, all design and specification changes and all major changes including removal, severe pruning (topping), or addition of either planting or irrigation shall be approved by STATE in advance of performing work. Unless otherwise directed by STATE'S representative, changes authorized will require an encroachment permit. Failure to notify STATE of such changes shall result in the immediate removal of PROJECT or portions of PROJECT at PERMITTEE'S expense.

C. LEGAL RELATIONS AND RESPONSIBILITIES:

1. Nothing in this provision of this AGREEMENT is intended to create duties or obligations to or rights in third parties not parties to this agreement, or affects the legal liability of either party by imposing any standard of care respecting the design, construction, and maintenance of STATE highway right of way different from the standard of care imposed by law.
2. It is understood and agreed that neither STATE, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by PERMITTEE under or in connection with any work performed by PERMITTEE under this agreement. It is further understood and agreed that, pursuant to Government Code Section 895.4, PERMITTEE shall defend, indemnify and hold harmless the STATE, and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by PERMITTEE under or in connection with any work performed by PERMITTEE under this agreement.

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LOS ANGELES, CA 90012

3. PERMITTEE waives any and all rights to any type of express, implied and comparative indemnity against STATE, its officers and employees arising from any work performed by PERMITTEE under this agreement.
4. Upon termination of this agreement, ownership and title to all materials, equipment and appurtenances installed inside STATE'S right of way will automatically be vested in STATE. Those materials and equipment installed outside of the STATE'S right of way will automatically and immediately be vested in PERMITTEE, and no further agreement will be necessary to transfer ownership.

D. TERM OF AGREEMENT

This AGREEMENT shall become effective upon execution and shall remain in full force in **perpetuity** until terminated. Failure to comply with provisions set forth in Section B, Article 7 would be grounds for Notice of Termination by STATE.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT in duplicate as of the day and year stated above.

*PERMITTEE**STATE OF CALIFORNIA**Signature:* _____

Print Name: _____JEFFREY A. YUEN*Title:* _____LANDSCAPE ASSOCIATE*Phone:* _____(213) 897-6381*Date:* _____
